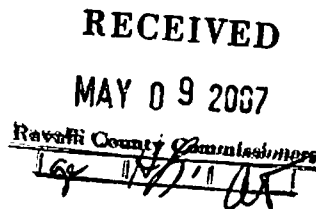


May 8, 2007

North Star Aviation Inc
210 Airport Rd Hangar C1
Hamilton, MT 59840

FAA Office Suite 2
Attn: Dave Stelling
2725 Skyway Drive
Helena, MT 59602



RE: Response to allegations in the Fournier Brief dated April 24, 2007

Mr. Stelling,

Introduction: Due to the false presentation and errors in Fournier's brief, North Star Aviation feels compelled to address the allegations that pertain to us. This response will address only the issues that North Star has direct knowledge of by being involved in the issues or in attendance at the meetings. Many other items would need to be addressed by the appropriate parties. North Star Aviation has made mistakes along the way with an aggressive learning curve and we're still learning today. Granted, we didn't know everything about aviation when we purchased the FBO from Bill Stewart in April, 2002 which is why we hired people and engineers and trusted their advice and have strived to do things right and by the rules. The brief signed by Fournier was obviously mostly written by Red Caldwell, Fournier's consultant, in a continuation of Caldwell's vendetta against North Star and several other people at the airport that started from the first day of his regime as airport manager in late 2002. I suspect that Caldwell could be considered as a disgruntled ex-county employee. Since Fournier never even surfaced at this airport until 2005, much of his airport history, accusations and statements are strictly hearsay, documented with selected County minutes taken out of context, which are public record.

To start with page 1, North Star has never circumvented any rules as the brief states in the first sentence, in fact, North Star has probably been the most compliant business to ever exist on the Hamilton Airport. Fournier accuses us of collecting parking money. North Star has never collected any parking fees, not from day one to now. Where did this accusation come

from? North Star offered to lease parking spots from the County for its own use sometime in 2002 but the Commissioners declined the offer. Interestingly enough, several years later we now do lease parking spots from the County. And painting our name on parking spots to discourage aviators from using them? Insane, considering our objective has always been to promote and encourage aviation in the Bitterroot Valley. Warren Woolley, the Airport Manager at the time, made the North Star stencils and together, we painted the North Star name on some of the front tie downs, an action suggested and executed by the Airport Manager to help assure customer service. Some time later, that action was discouraged by the Commissioners and the yellow paint was blacked out. According to the brief, in August of 2002 Fournier states that we moved his airplanes four times. Fournier was never on the airport in 2002, unless perhaps for a visit. His first appearance known to us was in May, 2005 when his son started flight training with North Star Aviation and Fournier's first airplane purchase known to us was in October 2005 when he bought a Citabria and insisted that we rent it out to our customers and forward the revenue to him. At that time he also threatened to open an FBO and put us out of business if we didn't sell him gas at or below cost. That timing makes it impossible that Fournier's airplanes were moved during the accusing time frame. The only airplane that we recall ever being moved without the owners assistance was a Cessna that was moved by the Airport Manager Warren Woolley on a weekend when ramp parking was plugged up with jets and he moved an airplane owned by a gentleman named Ken, a friend of airport board member Carl Fox. The owner was unhappy at the time and blamed North Star but that was an issue with the Airport Manager as he was the person in charge and the one who moved it. I recall one time moving Fournier's Citabria to a different spot but WITH his permission and other times into or out of the North Star hangar for maintenance, services of course requested by him.

On page 2, the Caldwell/Fournier brief states that Max Martz and I did not get along. This did become the case when Martz began boasting about what a good deal this was to sell his residence and move into the new café he was building. When I commented on how tough it seems to make a success from a café, his comment was that the café didn't have to survive because it was his way of eliminating a house payment and having a lesser payment at the airport residence, so the café didn't have to make it.

Notation. On June 28, 2004 Martz confronted me in front of our FBO, in the

presence of customers and North Star employees, had a rage and made threats using vulgar language. On June 30, 2004, I received a death threat from Caldwell's wife. Exhibit A.

Page 3 refers to our septic. Our first notice of any septic changes came in a memo from Caldwell dated July 11, 2004. Imagine our surprise when seeing this! We voiced our preference to stay on our existing septic but the new Martz septic was ordered on us. We don't know if this was required by the county Sanitarian or if someone else requested it. We put in two electrical circuits for the system as requested, had Sweet Pea Sewer locate the septic tank and notified Martz of the tank location as he was starting to dig at the same time the locator was here. Martz stated that was everything he needed, nothing else. The diagrams included with Caldwell's memo show the new line coming from behind the septic tank so obviously, the tank is not abandoned. Exhibit B, two pages.

On page 7, the fuel spill that manager Caldwell was informing the Commissioners of on December 1, 2004 was a newly appeared spot 50 feet northwest of the North Star Aviation loading pad. Months prior in July or August of 2004, we had an employee fail to turn the loading pump off when indicated to do so after a shut off safety valve failed, consequently, approximately 20 gallons of fuel overflowed the truck. Under 25 gallons is considered an un-reportable spill and information was verified with our fuel supplier. Due to Caldwell's allegations that this new spot 50 feet away was the result of our error, which we knew was not true, North Star retained the engineering firm PBS&J Land & Water to test the new unassociated spot north of the fuel tanks and to test a continuous trench from our loading pad to the area in question to prove that it was NOT the result of a minor mishap that we had. After approximately \$9000 paid by North Star for trenches, testing, and lab work it was determined by the engineer that the un-reportable 20 gallon spill in front of the fuel farm was nothing more than "surface staining" and had no relation to the more serious spot to the northwest that Caldwell was concerned about. Exhibit C. Concerning the location of the North Star Aviation fuel farm, when I had the fuel storage tanks installed in 2002, the Airport Manager Warren Woolley determined the location of the tanks per the ALP and confirmed with me that there was no lease needed as the Ravalli County Airport had NEVER had any leases on fuel farms in its 50 plus year history, not even on the other existing tank farm at Hamilton Aviation, which was in existence until late 2004. I was

told by the Manager that it has been the airports policy to contribute the fuel farm area in an effort to encourage services, no lease was needed and as I recall, development fees were not in effect until some time after that. The tank manufacturing/engineer company who we hired in 2002 to install the fuel farm was O'Day Equipment in Billings. Exhibit D is the letter dated April 15, 2002 from O'Day to the Fire Marshall in Missoula notifying them of the installation. Due to attacks by Manager Caldwell, the following years produced numerous meetings with O'Day engineers, Land & Water engineers and other tank installers who all stated that the State Fire Marshall office never issues permits. Dick Larsen even stated that their office does not issue approvals but rather, simply requires the engineers to comply with the codes. It is obvious that the Fire Marshalls office received the plans, contrary to Caldwell's allegations, because Marshall Dick Larson and local fire chief Buzz Greenup were here at our site in June, 2002 when the tanks were installed. The only way they could have been here was because they were aware of the install and if they had any objections, would have been voiced at that time. In a conversation with Dick Larson in 2006, I asked why our requirements and requested changes did not apply to other airports in Montana with similar installations. He stated that no where else in the state have they received so much pressure from complainers, (Caldwell, Vallance, Martz) as they have here so they are going to use Hamilton as an example. Our system is now of the highest standards, more so than other similar installations in the State. Our accusers still have no fence or tanker transfer retaining pad. It's time for them to spend the money and comply with the same standards that we have been required to put in place.

Page 9 seems to refer to February 8, 2005 and refers to the current North Star self serve site. That site was not transferred from Paul O'Bagy until June, 2006 and discussion didn't start until a couple months prior to that date.

On Page 10, it appears that Vallance is referring mostly to his lease request for self serve while saying North Star has no fuel farm lease. Their request was for a self serve lease as was our current request to add a self serve tank INCLUDING a lease and NOT to be confused with our fuel farm tanks, which historically had never required a lease. Vallance's family had been the owners of Hamilton Aviation until they closed and they did NOT have a fuel farm lease either. Vallance of all people should remember that.

Page 11 insinuates that Commissioner Chillcot and North Star were more concerned about jet parking than Forest Service needs and revenue. That was not the case, the jets and Forest Service were both concerns to North Star, unlike Caldwell who only had one vindictive concern and that was diminishing and blocking North Star's business. North Star has always been flexible and eager to work with the County, jets and Forest Service which can be verified with Dean Bitterman, Forest Service representative. We have NEVER opposed the opportunity for the Airport and Forest Service to have a profitable relationship. We did oppose Caldwell's vindictive management abuses. It was obvious to the flying community that Caldwell's preference was to eliminate all jets and piston airplanes, close North Star during the fire season and only allow Forest Service planes and lease the entire ramp over to Forest Service use. In the real world, we can all co-exist and work together on a limited amount of ramp space but only without Caldwell. Concerning the ramp parking discussions, especially during fire season, there have been many conversations on how to best utilize the airports limited ramp space. On the fuel farm lease issue, we started paying as of the day the County assessed and initiated the lease. On the bottom of the brief page 11 it references Caldwell's letter to the Fire Marshall. No matter what we did or proposed, Caldwell kept Dick Larsen irritated and harassed with letters and phone calls, even complaining about a compliance step before we did it. Caldwell's letters instruct Marshall Dick Larson on the fire codes!

Pages 12, 13 & 14 continues on the fuel spill which has already been proven to be from a different separate source and NOT anything caused by North Star. Our question is and always has been, with all the efforts Caldwell is putting into pinning the spill issue on North Star, where DID the spill come from? We have always suspected sabotage.

Page 15 confirms the fire codes are numerous and interpreted differently by different people, consequently there was some time elapsed and a lot of discussion between the Fire Marshall, the engineer, and the installers. Plans were in place several times until Caldwell lobbied Marshall Larsen to disapprove them. The final project completion was approved in person by Marshall Dick Larsen and still challenged and opposed by Caldwell. The brief goes on to insinuate that the North Star fuel tanks were not put in the proper location when in fact, they were put EXACTLY where Manager Woolley marked them per the ALP including the direction of the loading

pad and valves and this was prior to ANY other development north or west of the North Star hangar. It was all open grass at that time and there was nothing past our building, not even a road for the fuel farm access. As for the relocation of the loading area of our existing fuel farm, Caldwell pushed and pushed to have us move the loading area to the south. It had only been 4 years ago since we had the expense to put the tanks in and situated them as instructed. Not only did we object to the substantial expense of relocating the loading valves and pad, but the south side is inaccessible by any set of double tankers, cannot be done. In addition, truck drivers voiced their concern. Caldwell was the only one that ever promoted the loading area be relocated to the south, just one more attack and proposed expense for North Star by Caldwell.

Page 16 continues with the public sewer subject which we were ordered to switch to and with minimal advance notice. I don't think the system was put in per the Sanitarian drawings. The existing holding tank was to continue in use but instead, it appears to me that the line was spliced ahead of the holding tank. The brief refers to our previous system that was installed long before I purchased the building as being "unapproved". Why do Fournier and Caldwell say that? According to North Stars previous owner Bill Stewart, he obtained the permit when it was installed in 1986. I have a copy of the Septic Information Card dated December 23, 1986. Exhibit E.

Page 17 references Vallance and Martz complaining that there are now too many requirements for them to continue with their proposed FBO? The only thing that happened is that their shortcuts and loopholes got cut off and now they would have to do it right due to the intense scrutiny surfacing from their North Star Aviation attacks. They were irritated that they now had to comply with the same standards as North Star.

Page 19 suggests that the Airport Board changed their mind after approving Fournier's request. The Airport Board was attacked with hostile threats and intimidated at the meetings which I attended. I felt for them as they were backed into a corner by the car salesman and harassed and poked until they bought a car, just to escape. They realized that Fournier was going to be the worst thing that could ever happen to the airport as it was obvious that he was going to bypass the rules from the very beginning. Toward the bottom of the page, Fournier states that he asked to lease the spot between O'Bagys

hangar and Keith Evans hangar. Why would he want a 30 foot wide hangar? Ultimately, that area was added on to O'Bagys lease as previously requested, which Caldwell admits, and transferred to North Star and currently has a temporary self serve fuel tank on it with a future 100 foot wide hangar planned.

In reference to Page 20, when I showed an interest in Paul O'Bagys hangar spot for a fueling site, I informed him that if the site would not accommodate a 100 foot wide hangar, I would not be interested as it would have no use for any purpose other than a fuel site. I did not know anything about Fournier wanting the spot. O'Bagy achieved a lot size of 100 foot wide for future use if the fuel system was ever relocated and the final lot transfer was completed and submitted to the Commissioners. There were NEVER any secrets about our intended use. The FAA approved the installation of a self serve fuel system. It is FBO activity related and our plan was and is to build a 100 foot wide FBO hangar if the fuel system ever relocates to a better location. Still FBO use!

On page 21, I was not present but my wife Michelle was at the Commissioners meeting on April 25, 2006 where Commissioner Thompson told Fournier that he was arrogant. Fournier was VERY disrespectful, combative and argumentative. As usual, the entire room was offended by Fournier! The truth is, Fournier has looked for every loop hole, shortcut and bypass to get a substandard facility installed that would have minimal investment and still achieve his bragged about business plan of selling fuel and services below cost for one year, two years, however long it takes to put North Star out of business. Now that's a quality plan that's healthy for the Ravalli County Airport! Exhibit F.

On page 22, they say I was out buying toys. I would like to know what toys, I must have missed something. How is this aviation related? The brief beats on the septic again, we already covered the septic, we did locate it and provide electrical at which point Martz moved forward with the project. Whether it was installed correctly or not is an issue for Martz.

Page 23 states that North Star Aviation refused to sell fuel to Fournier. On an unknown date, Fournier came into our facility and as usual was combative and confrontational. This was his normal behavior. After demanding to buy fuel at cost (or below) and bragging about how his future

fuel site is going to put us out of business, he was asked to leave. After refusing and boasting he can go anywhere and into any building on the airport that he wants, was ordered to exit the building and never come back. Our attorney had advised us that as a private business owner, we do have the right to refuse service if a person is threatening or confrontational. Fournier and his associates are just that and are the only people that we have ever refused service to and in fact, they are all forbidden to enter our facility due to their hostility and tactics. My wife Michelle was and still is fearful for the day she would be tending the office alone if they come in.

Page 25 addresses lease wording. On the North Star self serve lease, the wording is such that it will accommodate a future 100 foot FBO hangar if the fuel system moves away. The new lease size of the North Star fueling site was agreed and determined from the very beginning of our O'Bagy negotiations with O'Bagy increasing the lot size prior to our possession. Again, if the lot size could not be 100 feet, North Star was not interested in the location and would have passed on the O'Bagy site. This lease is for a dual purpose site, self serve fuel system or a 100 foot hangar, so the 10 year lease with additional wording would make sense for the hangar intent of the lease instead of the 5 years self serve lease. On the main North Star Aviation building lease, Manager Caldwell wrote the limitation wording "those services provided by an FBO". He is challenging his own work. He also put all the wording in Fournier's current leases which pleased Fournier at the time because being backed into the corner, the Commissioners approved his lease. Now he claims discrimination.

Fournier states on page 26 in his brief that if one person is required to put in a fuel spill pad, then all others should be too. Today, Fournier still does not have any spill pad for receiving transport loads of fuel, utilizing the same size trucks as ships into North Star, who has a Fire Marshall approved containment pad AND has fenced security, which Fournier does not. Exhibit G.

On page 27, Caldwell keeps pounding on the fire code issue so much that the number of meetings and changes verifies the complexity of the fire codes when the Commissioners, Engineers, Fire Marshall and Attorneys disagree on the interpretation. However it did get completed and Dick Larsen has approved it in person at North Star Aviation. The discussion of moving the loading area to the south of the tanks instead of the originally

designed east pad was ludicrous, initiated by Caldwell's spite. Again, these fuel tanks were installed in 2002 AS PER INSTRUCTED BY THE COUNTY. It is impossible to get a double transport truck turned out of any east/west loading lane due to the proximity to the North Star hangar, especially with fencing and the location of the septic pumping station. People who had drove trucks verified that at the meetings.

Page 29 bottom and Page 30 says that in the June 14, 2006 meeting, Fournier states that his operation is up and running. He had no legitimate operation and still doesn't. The maintenance he refers to as his is Jack Vallance, who has been operating an independent maintenance shop in his own hangar for many years. Just saying he is your mechanic does not qualify for FBO maintenance. Who owns the shop where Vallance works? Who schedules Vallance's work? Who does the customer pay? Not Fournier. He claims he has a 24 hour lounge? He most certainly does not. He is next door to a café that allows him to use their restrooms. He has NOTHING except a self serve fuel pump, of which he doesn't even own that himself. He has a money partner. Fournier states that he cannot get jet traffic to his building. What building? He says his solution is to move his FBO to site 528. There is actually less ramp access to 528 than his original FBO site 199. Site 528 was leased for storage and maintenance and written by his very own consultant (ex-airport manager). Fournier talks again of the area he didn't get his way with. I don't remember or must have missed any discussion about Fournier being in line for the ground beside O'Bagys lot. His location was to the east and south of O'Bagys and still exists today. There would have only been about 50 feet between the O'Bagy spot and Keith Evans. Considering the required 20 feet between hangars, he could have built a 30 foot wide hangar. This makes no sense, wanting to be sandwiched between a hangar and a competitors self serve pump. Why was he so concerned about 30 feet except that he knew North Star was only interested in the site if it could be used for a hangar in the future if the fuel pump moved away. According to O'Bagy, after we reached our agreement, Fournier approached O'Bagy with a dollar offer to take the location away from North Star. John Styba at FAA also approved the form 7460-1 for this North Star Aviation fuel pump on the ALP FBO location.

Page 31 refers to Fournier's proposal meetings where he offered a concrete pad, landscaping, containment wall, several items in his attempt to get approval. The Commissioners merely took him up on his offer. It was

Fournier's idea, I was at the meetings. Concerning the development fees on our fuel farm, at or sometime after the lease signing, the development fees were paid on the fuel farm fencing expansion, which included the spill pad, but not on the farm itself which dated back prior to development fees. The 20X40 spill pad that Fournier and Caldwell challenge has always been there. We merely upgraded the gravel pad to asphalt with petroleum sealer and in the process, did pay development fees on the pad area, even though it also had been in existence since 2002. The fence was obvious, it was not there in the past and consequently generated a larger footprint and of course, development fees were willingly paid on that area. The County could go back and assess development fees on all the old hangars that were built in the last 50 years, including my personal hangar which was built in 1997 and no development fees were paid on. If they went back in time on the fuel farm, then they must go back and recover development fees on all hangars and the old Hamilton Aviation fuel farm too.

The Hamilton Aviation name has also been assumed by Fournier now. How many names and entities can one operation have? Pogo Pumps, Pogo Helicopters, Viper Air, Hamilton Aviation, makes a person wonder how genuine this proposed operation really is.

My recollection of the page 32 SEAT base discussions are obviously different than Fournier's. The entire paved ramp area that the air tankers previously parked on is now Fournier's ramp. The only part of the tanker base that affected the North Star refueling tank was the Forest Service mixing tank that sat in the grass area so the SEAT base relocation only made the access to the North Star tank easier and certainly would not have been any more than a minor inconvenience. The SEAT base and the North Star fuel system could have co-existed so what I understood is that the main reason for relocating the SEAT base was to accommodate Fournier's future building and the immediate issue of freeing up an airplane parking area for him, which was drafted by Board member Carl Fox, completed and eagerly accepted by Fournier. Of course now, Fournier isn't happy with that arrangement.

The Unicom allegation can be disproved by no less than 50 local pilots and can be verified to be answered unbiasedly and used appropriately. Board member Fred Hasskamp can verify also as he flies regularly. The continued accusations are unfounded and some have actually been proven to be lies by

documented recordings and witnesses. Exhibit I, 2 pages. We answer all advisory requests or automatically give advisories if no other aircraft are talking in the pattern. We feel no need to clutter the frequency with un-requested advisories if there are one or more airplanes in the pattern. The ONLY time we ever identify ourselves as North Star Aviation is when an aircraft specifically asks for North Star Aviation instead of Hamilton Unicom. This is most generally the fractional jets who use this technique when they initiate their contact. If we don't identify as their requested contact North Star, they will ask again as that is who they want to talk to. We have NEVER campaigned that Viper fuel was contaminated. We have noted when the subject has come up that it is unbranded, which is true. Unbranded fuel does not have the 50 million liability policy that is provided by a Brand nor does it have the quality testing, audits and scrutiny of an oil company. On one popular website, we have cautioned customers intending to visit North Star about being confused and going to a different supplier. Often airplanes that fuel at Viper walk over to North Star and utilize our bathrooms, lobby, coffee, popcorn, amenities, even ask to use our free courtesy cars after fueling at Viper. They say they thought they were at the North Star pump. North Star has been severely discriminated against by our less than visible set back fueling location while the Viper tank is beside the parallel taxiway at the A1 exit. The majority of all airplanes landing at Hamilton must taxi past the Viper pump in order to get to North Star. Viper's preferred location is NOT A COINCIDENCE! Concerning Vipers jet fuel delivery, a transport tanker on the airport taxiway splash loading into the top of several small refuelers including small tanks on trailers IS A SAFETY HAZARD. Exhibit H-1 and H-2. The Fire Marshall required us to have a spill pad for transport deliveries and utilize direct hookup bottom load hoses. How does a tanker with over the top hoses transferring fuel on the taxiway meet the same safety requirements that we have had to comply with?

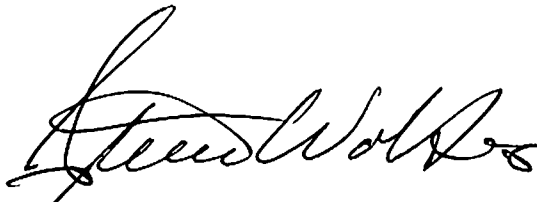
In Summary, there has been some discussion that North Star Aviation has too much ramp frontage. In fact, North Star Aviation does not have enough ramp frontage or parking space to accommodate its current customer base. The real problem lies with the previous elimination of the entire ramp parking area where the old Hamilton Aviation FBO used to be, approximately one third more FBO ramp space and frontage than now

exists. The old FBO building was converted to a café when Max Martz purchased it and has now been closed since 2006. Prior to its closure, Martz built another hangar on the west side of the apron and south of the café which has since been sold. Consequently, 1/3 of the previous FBO available ramp is now gone and supporting the Martz residence.

What could possibly be the benefit of a second FBO at a small airport like Hamilton? The fuel flow gallons have basically been flat for the past 4 years, hovering around the 200,000 gallons per year mark, hardly enough to sustain one facility. Does a second FBO double the gallons? NO! It divides the existing gallons so that neither can survive. Price wars may benefit the consumer in the short term, but cannot be maintained by two operators over the long haul. Something has got to give and customer service, amenities, wages and safety are the first to be cut. While this may not be a concern to the FAA or Ravalli County, it WILL be a consideration when both operators go broke. The customers and the County will then be the losers when there are no services available. There will be no new operator willing to step up to the need and demand after realizing the irresponsible way the airport was managed in the past and the potential loss of investment from lack of sponsor management. Letting a second FBO go into business without requiring them to meet the same standards and qualifications as the existing FBO is increasing the probability of two FBOs failing and is not a prudent way to manage an airport.

North Star Aviation has always promoted aviation in the Bitterroot Valley. We have dedicated our lives to aviation by supplying and encouraging flight training, maintenance, local hotels, local restaurants, courtesy cars, rental cars, aircraft refueling, pilot supplies, internet access, lobby, pilot supplies, ANYTHING and EVERYTHING that the traveling pilot could need or want. On the other hand, every meeting that I have attended that involved Fournier has been hostile, arrogant, threatening and intimidating. I don't recall a meeting where he didn't threaten to sue. From the very first Advisory Board meeting to the most recent of meetings, Fournier insists on doing things his way with no regard to rules, regulations or procedures. He does not ask for permission, but rather states that this is what he is going to do and if people don't like it, he will sue them, especially the County Commissioners. Many representatives and entities have tried to "nurse" him so he wouldn't sue but as I stated in the beginning, it was not "if Fournier was going to sue but rather when he was going to sue".

Fuel is the lifeblood of the FBO. North Star Aviation is willing to compete with any competitor so long as it's a level playing field, not some vindictive short cutting business plan advertising to put North Star out of business and stating that he didn't need to make any profit. We have invested a substantial dollar amount at this airport and expect anyone else wanting in the FBO business at this airport to do the same. For the County or FAA to allow someone to invest a mere \$100,000 into a self serve fuel system and then take a percentage of the airports supporting lifeblood prior to investing into a full service facility is an atrocity. Typically at airports, all facilities and all services must be in place prior to opening for business and especially before qualifying to sell fuel, thus the need for Minimum Standards. In addition to fuel, a full service FBO supplies and OWNS restrooms, lobby, computers, pilot supplies, oil, maintenance, catering, ice, coffee, crew cars, rental cars, hangars, flight training, airplane rental, the list is endless. Circumventing the rules, regulations and Minimum Standards to call yourself an FBO by combining 3 or 4 peoples little pieces should NOT qualify.

A handwritten signature in black ink, appearing to read "Steve Wolters", with a stylized, cursive script.

Regards,
Steve Wolters
North Star Aviation Inc
210 Airport Rd Hangar C1
Hamilton, MT 59840

Cc
Airport Board Members
Ravalli County Commissioners
Alex Beal, Ravalli County Attorney
Joelle Briggs, FAA

Exhibit A

6-30-04 Approx 10:30 PM Phone Call

"North Star Aviation, this is Steve"

Female voice "Is this Steve Walters?"

"Yes"

Female voice "This is Ronnie Caldwell. You back off my husband or I'm going to put a bullet in your fucking head."

I hung up. One minute later phone rang again. I did not answer.
Caller ID was unknown on both calls

6-28-04 - 4 PM

Max incident in front of North Star Aviation
Witnesses: Michelle / Herman

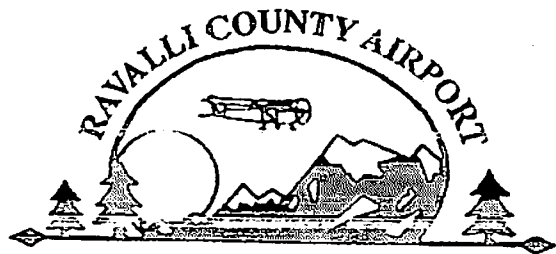


Exhibit B

Ravalli County Courthouse, Box 5016 • Hamilton, Montana 59840

MEMORANDUM

11 July 2004

TO: North Star Aviation

THRU: Ravalli County Commissioners

Concur: *Betty T. Lund*
Betty Lund - Chairman

FROM: Ravalli County Airport Manager *(Signature)*

SUBJECT: Hamilton Airport Replacement Septic System

1) Martz Excavations will begin construction on the North Star Aviation Septic System project in the near future. This construction project was authorized by the Ravalli County Commissioners in June 2003. The excavation company will attempt to limit interference with the day-to-day business activities of North Star Aviation although some traffic interruptions are inevitable.

2) As the owner of the facility that is involved in the upgrade, there are issues that need to be accomplished prior to the hook-up.

a) Identify and locate your existing septic tank.

b) Insure that the tank is pumped prior to the hook-up.

c) Insure that the existing tank is in compliance with current Ravalli County Sanitarian requirements.

d) Provide two (2) 110 volt independent and dedicated electrical circuits to a 'mutually agreed upon' location on the west outside wall of Hangar C-1.

2) Installation of the system will require two (2) independent and dedicated electrical circuit systems. One of the circuits will provide power to the 'lift pump' located in the new tank and the other circuit will provide the power to the alarm system which will be mounted on the outside wall of Hangar C-1. The electrical components will be provided, installed and warranted by B&D Pumping under contract with Martz Excavation.

3) It is vital that materials that could cause damage to the septic system are not introduced through floor drains or sinks. The attached '10 Commandments' provides some helpful suggestions.

NORTH
SCALE 1" = 100'

PROPOSED
COMMERCIAL
FACILITY

NORTH STAR
AVIATION

EXIST. SEPTIC SYSTEM
TO BE ABANDONED

EXIST. SEPTIC TANK
EXTEND 4" SEWER
TO NEW PUMP TANK

2 1-1/2" FORCE MAIN
(PLACE IN SAME TRENCH)

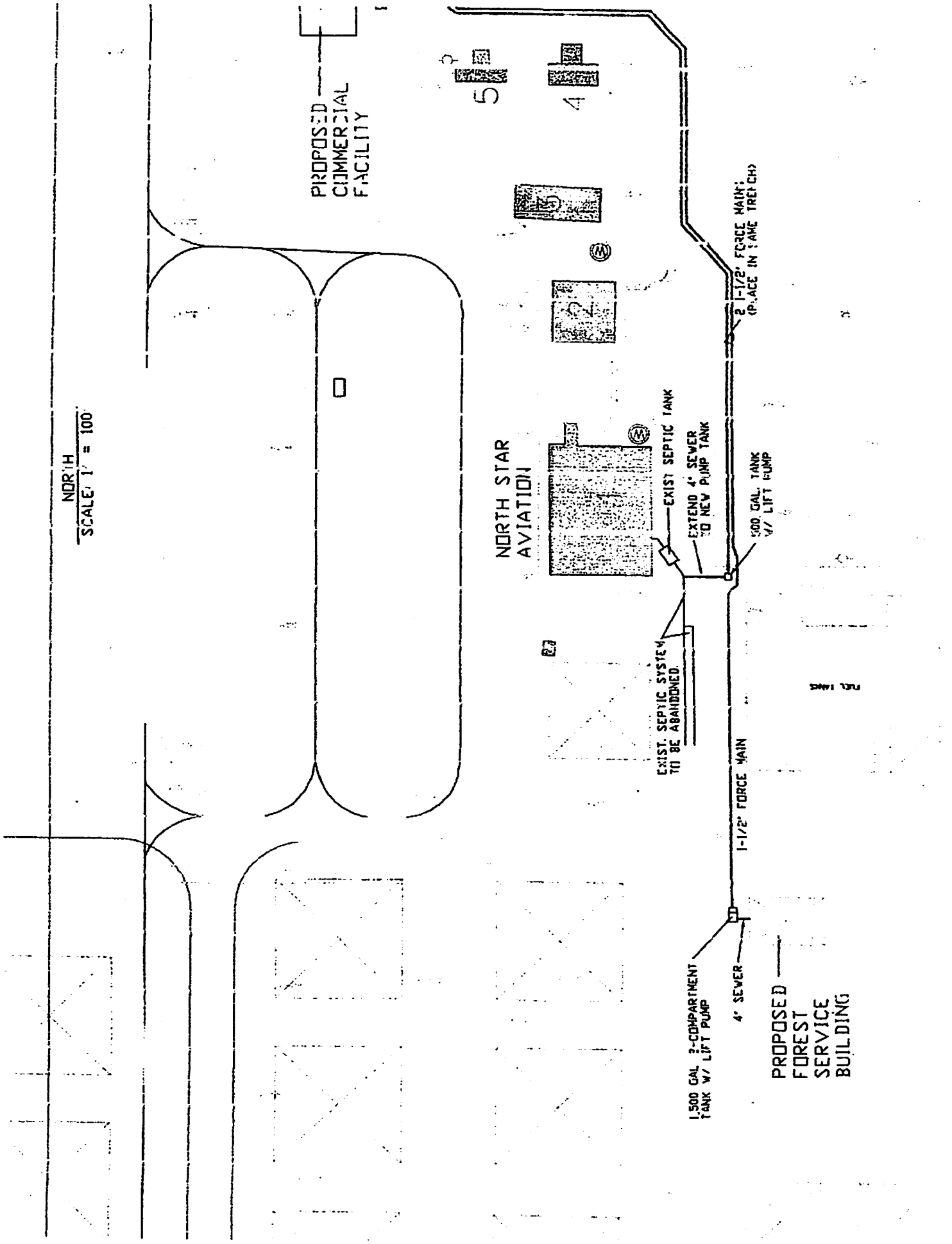
1-1/2" FORCE MAIN

1,500 GAL. 3-COMPARTMENT
TANK W/ LIFT PUMP

4" SEWER

500 GAL. TANK
W/ LIFT PUMP

PROPOSED
FOREST
SERVICE
BUILDING





An employee-owned company

Exhibit B C

October 7, 2005

D. James McCubbin
Ravalli County Attorney
Ravalli County Courthouse
Hamilton, Montana 59840

RE: North Star Aviation

Mr. McCubbin:

North Star Aviation has asked PBS&J (Land & Water) to respond to issues regarding the petroleum contamination found near the North Star Aviation tank farm at the Ravalli County Airport. The issue relates to the origination of the soil and groundwater contamination found northeast of the North Star Aviation tank farm and subsequent requirements by the Montana Department of Environmental Quality (MDEQ) to complete further investigation of the source and extent of the contamination.

The purpose of the April 19, 2005 investigation was to determine whether suspected releases in the loading/unloading zone of the tank farm was related to petroleum contamination on surface soil north of the loading and unloading zone and off of the northeast corner of the tank farm. Typically contamination related to surface spills decreases in concentration away from its source; the greatest levels of contamination are found near the spill. The investigation showed the presence of petroleum hydrocarbons in subsurface soil below the loading/unloading area, but these concentrations were less than subsurface soil concentrations found in Test Pit #1 (north and east of the tank farm). Subsurface soil concentrations in Test Pit #1 were above DEQ action levels (RBSLs for subsurface soils with shallow groundwater) but loading/unloading subsurface soil analytical tests showed these soils did not exceed those levels. Groundwater impacts were found in both areas, but the groundwater in Test Pit #1 was much 5x greater in total extractable hydrocarbons than the groundwater in the loading/unloading area.

The contamination found in both subsurface soil and groundwater is much higher north and east of the tank farm than in the vicinity of the loading/unloading zone. Based on these findings and where the investigation was conducted, PBS&J concludes any spillage in the loading/unloading zone is not the source of contamination found off of the northeast corner of the tank farm. Furthermore, we conclude this contamination appears to be related to a separate spill on the ground surface in the vicinity of Test Pit #1.

Please contact me if you have any questions regarding these interpretations.

Sincerely,
PBS&J

Charlie Vandam
Sr. Program Manager

cc: Dick Weber
Steve Wolters



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Fax 281-9770

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(701) 832-3145
Fax 832-6056

3418 HOWLAND AVENUE
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SIOUX FALLS, SD 57101
(605) 338-5030
Fax 338-9972

475 MOORE LANE
P.O. BOX 60422
BILLINGS, MT 59108
(406) 259-3484
Fax 259-3023

581 LIGHTNING DRIVE
P.O. BOX 13848
DULUTH, MN 55815
(763) 725-0737
Fax 725-0273

April 15, 2002

Dick Larson
Fire Marshall's Office
PO Box 17677
Missoula, MT 59808-7677

Re: Hamilton Airport – Bulk Storage

Dear Dick:

North Star Aviation has purchased the enclosed order from us. These tanks are for bulk storage only, no public fueling connected with this system. North Star is constructing a concrete dike to contain 110% of largest tank (20,000 gallon). Tanks are a UL-142 single wall tank. Electrical will be installed to the electrical code for hazardous environments.

Please call me immediately at 1-800-729-6329, if you see anything contrary to the rules.

Sincerely,

Jerry Zimny
Sales Manager



Manufacturing Division:



O'DAY TANK & STEEL CO
2408 1st AVENUE NORTH, FARGO, ND 58102



Exhibit E

SEPTIC INFORMATION CARD

B. H. Stewart NE 1/4 Sec 29-6-20 12/23/86
Name Location Date

The Ravalli County Sanitarian has reviewed your property and found it ☒ suitable or ☐ unsuitable for installation of an individual sewage disposal system. Before you can obtain a Ravalli County Individual Sewage Disposal Permit from the Sanitarian's Office, the following information must be provided.

☐ Pay ☒ \$20 for new system or ☐ \$10 for replacement system fee at the Ravalli County Sanitarian's Office.

☒ Bring legal description to the office.

☐ Bring rough draft design of septic system.

☒ Bring results of percolation test (See brochure on method of performing percolation test)

Comments: 500 gallon tank
200 linear feet of drainfield

Soil Type C3+

Small cesspools

short drainfield

See site evaluation sheet
dated for 1992 time from
date of inspection.

[Signature]

Ravalli County Sanitarian

406-375-9362
406-375-9362

Pogo Pumps, LLC
210 Airport Rd #195
Hamilton, MT 59840
406-375-9362

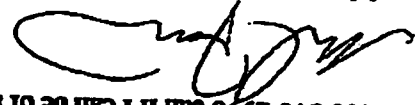
Kolling Green Enterprises LLC
Attn: Director of Flight Ops/Chief Pilot
5775 W Old Shakopee Rd STE 80
Bloomington, Mn 55437-3133

Subject "Jet A Fuel for \$3.19 Per Gallon" at Ravalli County Airport, Hamilton
Mt (655)

NOW YOU HAVE A CHOICE!

I would like to introduce you to a new FBO on the Hamilton Airport. Pogo Pumps/Viper Air is a new FULL SERVICE FBO on the field. First, let me tell you a little about us. I have been flying for 26 years. I was a former F-16 pilot for the US Air Force with 2,000 flight hours. I am currently a 727 pilot for FedEx. I have an ATP License and am type rated in the A320 and SIC in the B727. I also hold a current CFI Rating. I grew up in the Bitterroot Valley and graduated from the University of Montana. After flying for the Air Force for 12 years, I was able to move back home. I decided to start an FBO in Hamilton to make aviation more affordable and to give the consumer a choice. Competition is good for the customer. My partner is a member of the Stock Farm and has been involved in many airline and aviation related companies. Together, we know aviation and what the users need. We would like to offer you our service and experience at a great price. Our competitor, Northstar Aviation, has been charging you \$4.19 per gallon for Jet A. We would like to save you \$1.00 per gallon on your fuel while offering you the same service and facilities. This is not an introductory price! We will continue to offer you the same margin. We are currently operating out of the south portion of the Hanger Cafe building. We have a 24 hour pilot lounge with nice restrooms, flight planning room, high speed internet, a wheel lift jet tug, 24hr maintenance by an IA, courtesy car, and will make any transportation or lodging arrangements you may need. Please give us a call to discuss your future fuel needs or you can direct your pilots to follow the "yellow follow me cart" to pull up in front of the hanger cafe where your clients/owners can deplane.

Thank you for your consideration and we look forward to servicing you and "saving" you (\$1.00 per gallon) next time you come to Hamilton Montana. My personal cell number is 406-370-2996 call if I can be of any assistance.



Mark J. Fournier,
Managing Member

Exhibit 6



2007 5 7

Exhibit H-1



2006 7 12

2-H Highway

2006 7 12



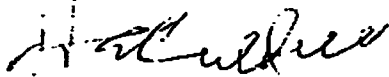
Exhibit I
2 pages

MEMORANDUM FOR RECORD:

On 26 April 2007 at approximately 1610 hrs. (4:10 PM) Aircraft #N42160 taxiing to the ramp refueling site maintained by Pogo pumps was contacted on the UNICOM frequency and advised that he should come to the 'Phillips 66' refueling station.

Note: a UNICOM designated operator (North Star Aviation) utilizing the UNICOM to conduct COMPETATIVE business is a violation of the UNICOM radio procedures.

At 1623 hrs, the undersigned notified Montana Aeronautics, Mike Rogen @ 406-444-2506, of this apparent procedural violation. I was asked to verify the N number and at 1630 hrs placed 2d call to Mike Rogen confirming this information.



H.E. Caldwell
210 Airport Road, C-22
Hamilton, MT

Copy :

Montana Aeronautics - Attn. Mike Rogen - FAX
Ravalli County Airport Manager - Page Gough - hand delivered
Pogo Pumps - Mark Fournier - hand delivered

Statement of Fact Concerning Hamilton Unicom Accusations

Unicom Transcript and Statement of Activities

- Airplane 1: "Hamilton traffic Stationair four two one six quebec is eleven to the southeast on the GPS B and we'll be coming for a left downwind for one six"
- Airplane 1: "Stationair one six quebec is gonna be a right downwind for one six Hamilton"
- Airplane 1: "One six quebec right base one six Hamilton"
- Airplane 1: "One six quebec clear one six Hamilton"
- Airplane 2: "And Hamilton traffic Cessna three eight sierra departing runway one six left hand turnout northbound"

The Stationair exited at A2, taxied north and stopped on the taxiway at A1. I was on the North Star side of the ramp in his sight with arms raised offering a parking spot. After 5 to 10 seconds of being stopped, I used my handheld radio to offer assistance.

- Unicom: "Do you need a tie down?"
- Airplane 1: "Negative, I just need fuel"

The Stationair then turned left and taxied toward the Viper pump.

- Airplane 1: "Is it okay at the self serve here?"
- Unicom: "There's that one or the Phillips 66 over here"
- Airplane 1: "Are they the same price there?"
- Unicom: "Yes Sir"
- Airplane 1: "Very Good"

The Stationair then taxied past the Viper pump and proceeded to the North Star self serve.

Additional Information

Caldwell was never seen by us at any time during the one half hour the airplane was on the ground. The only person we saw was Max Martz who came charging out of his residence waving and screaming profanities as the airplane was taxiing to North Star Aviation. If Caldwell had verified the N number per Mike Rogans' request as he states he did, I would think that he should have at least been competent enough to read the correct tail number. On April 26, 2007, there was no airplane with tail number N42160 that landed at Hamilton, contrary to Caldwell's verified "Memorandum for Record"

Steve Wolters
North Star Aviation Inc
Hamilton, MT 6S5

May 01, 2007